

1 JENNIFER R. BERGH, ESQ.  
2 Nevada Bar No.: 14480  
3 THE LAW OFFICES OF MICHELLE GHIDOTTI  
4 1920 Old Tustin Ave.  
5 Santa Ana, CA 92705  
6 Tel: (949) 427-2010  
7 Fax: (949) 427-2732  
8 Email: Jbergh@ghidottilaw.com

9 Attorney for Secured Creditor  
10 US Bank Trust N.A., as trustee of Bungalow Series F Trust

11 UNITED STATES BANKRUPTCY COURT  
12 DISTRICT OF NEVADA  
13 RENO DIVISION

14 In Re:	)	CASE NO.: 13-52342
15 SUSY J VALDESPIN	)	
16	)	CHAPTER 13
17 Debtor.	)	
18	)	<b>DECLARATION IN SUPPORT OF</b>
19	)	<b>MOTION FOR RELIEF FROM</b>
20	)	<b>THE AUTOMATIC STAY</b>
21	)	
22	)	
23	)	
24	)	
25	)	
26	)	

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1 1. I, RAYMOND VALDERAMA JR., declare and state as follows:

2 2. I am employed by BSI Financial Services ("BSI"). BSI services the loan on behalf of the  
3 movant ("Movant").

4 3. I make this declaration based upon the facts testified herein, all of which are in my  
5 personal knowledge, unless stated upon information and belief. As to the statements made upon  
6 information and belief, I believe them to be true. If called as a witness, I could and would  
7 competently testify thereto.

8 4. I am personally familiar with the books, records and files of Movant that pertain to loans  
9 and extensions of credit given to Susy J Valdespin (hereinafter referred to as "Debtors")  
10 concerning the Property commonly known as 9345 Stoney Creek Way, Reno, NV 89506 the  
11 "Property"). I have personally worked on books, records and files, and as to the following facts,  
12 I know them to be true of my own knowledge or I have gained knowledge of them from the  
13 business records of Movant on behalf of Movant, which were made at or about the time of the  
14 events recorded, and which are maintained in the ordinary course of Movant's business at or near  
15 the time of the acts, conditions or events to which they relate. Any such document was prepared  
16 in the ordinary course of business of Movant by a person who had personal knowledge of the  
17 event being recorded and had or has a business duty to record accurately such event. The  
18 business records are available for inspection and copies can be submitted to the court if required.

19 5. Movant's predecessor in interest filed a motion for relief after debtor became post  
20 petition delinquent. The Motion for relief was resolved with a Stipulation for Adequate  
21 Protection between the parties

22 6. A Court Order on Adequate Protection was entered on November 20, 2014, as docket  
23 Entry 26 ("**Adequate Protection Order**"), which requires regular monthly mortgage payments  
24 to be made timely commencing October 1, 2014. A true and correct copy of the Stipulation is  
25 attached as Exhibit "A" and incorporated herein by reference.

26 7. The Debtors have defaulted under the terms of the APO by failing to tender monthly  
27 mortgage payments to Movant for November 1, 2016 and all subsequent payments.

28 8. Pursuant to the terms of the APO, Movant sent a letter detailing the Debtors' default  
29

1 under the terms of the APO on August 27, 2018 ("**APO Default Letter**"). A true and correct  
 2 copy of the APO Default Letter is attached as Exhibit "B" and incorporated herein by reference.

3 9. The APO Default Letter listed the Debtors' default as follows:

4 3 Payments @ \$1035.20 each = \$3,105.60  
 5 19 Payments @ \$1076.56 each = \$20,119.10  
 6

7 Total Monthly Mortgage Default: \$23,224.70  
 8 Attorneys fees \$150.00  
 9 Total Default: \$23,374.70  
 10

11 10. The Debtor has failed to cure the default stated in the APO Default Letter.

12 11. Pursuant to the terms of the APO, if the Debtors failed to cure the default stated in  
 13 the APO Default Letter within fifteen (15) days, Movant is entitled to immediate relief from stay  
 14 after the filing of a declaration and order with the Court.

15 12. Pursuant to the Deed of Trust, Movant is entitled to recover attorney's fees and costs  
 16 in connection with the matter herein.

17 13. Pursuant to the Deed of Trust, Movant is entitled to take the necessary steps to  
 18 protect its security interest in the Property, including advancing taxes, insurance, foreclosure fees  
 19 and costs and attorney's fees and costs and to assess the costs plus interest, to the balance due  
 20 under the loan.

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1 14. Movant seeks relief from stay herein to proceed with its non-bankruptcy remedies  
2 including, but not limited to, continuing its efforts to foreclosure upon the Property, obtaining  
3 possession of and selling the Property.  
4

5 I declare under penalty of perjury under the laws of the United States of America that the  
6 foregoing is true and correct and executed this 7<sup>th</sup> day of December 2018 at \_\_\_\_\_  
7

8 IRVINE, CALIFORNIA  
9

10   
11

12 RAYMOND VANDERKAM A/K  
13

14 Declarant  
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Exhibit “A”

1 WRIGHT, FINLAY & ZAK, LLP

2 Raymond Jereza, Esq.

3 Nevada Bar No. 011823

4 5532 South Fort Apache Road, Suite 110

5 Las Vegas, NV 89148

6 (702) 475-7964; Fax: (702) 946-1345

7 [rjereza@wrightlegal.net](mailto:rjereza@wrightlegal.net)

8 *Attorney for Secured Creditor, Seterus, Inc. as the authorized subservicer for Federal National*  
 9 *Mortgage Association ("Fannie Mae"), creditor c/o Seterus, Inc.*

10 **UNITED STATES BANKRUPTCY COURT**

11 **DISTRICT OF NEVADA**

12 In re:

Case No.: 13-52342-btb

Chapter: 13

13 SUSY J VALDESPIN

14 *aka SUSY J CORONADO*

15 *aka SUSY J CORONADOORELLANA*

16 *aka JORGE VALDESPIN*

17 *aka SUSY J VALENCIA*

**STIPULATION REGARDING  
ADEQUATE PROTECTION  
PAYMENTS**

Debtor.

18 The parties hereby having reached an agreement and for good cause appearing;

19 IT IS HEREBY STIPULATED between Seterus, Inc. as the authorized subservicer for  
 20 Federal National Mortgage Association ("Fannie Mae"), creditor, c/o Seterus, Inc. ("Secured  
 21 Creditor"), by and through its counsel of record, Raymond Jereza, Esq. of Wright, Finlay & Zak,  
 22 LLP and Debtor, Susy J Valdespin, by and through her counsel of record, Kerry J. Eaton, Esq.,  
 23 that the stay in regards to the real property located at 9345 Stoney Creek Way, Reno, NV 89506,  
 shall remain in effect subject to the following terms and conditions:

24 Debtor currently owes post-petition arrears to Secured Creditor as follows:

25	Payment: 2/01/14 @ \$898.10 per month	\$898.10
26	Payments: 3/01/14-09/01/14 @ \$968.72 per month	\$6,781.04
27	Property Inspection Fees	\$165.00
28	Suspense Balance	(\$70.10)
	<b>Total</b>	<b>\$7,774.04</b>

1 Debtor is post-petition delinquent in the total amount of \$7,774.04. Debtor shall make  
2 equal monthly adequate protection installments in the amount of \$863.78 for eight (8) months  
3 commencing October 15, 2014 and continuing on the fifteenth day of each month ending  
4 May 15, 2015, followed by a payment of \$863.80 on June 15, 2015, in order to cure the post-  
5 petition default. All payments due to Secured Creditor set forth shall be paid to Seterus, Inc. at  
6 the following address in the form of certified funds:

7 Seterus, Inc.  
8 PO Box 7162  
9 Pasadena, CA 91109-7162

10 IT IS FURTHER STIPULATED that, in addition to the aforementioned adequate  
11 protection payments, the Debtor shall remain current and in good standing on her regular  
12 mortgage payments in the amount of \$968.72 per month (\$734.44 in principal and interest plus  
13 \$234.28 in taxes and insurance), which are due on the first of each month. The amount of these  
14 payments may be subject to change under terms of the parties' original agreements. Debtor's  
15 next post-petition payment is due for October 1, 2014, in the amount of \$968.72.

16 IT IS FURTHER STIPULATED that upon any default in the foregoing terms and  
17 conditions, Secured Creditor shall serve written notice of default to Debtor, and any attorney for  
18 Debtor. If Debtor fails to cure the default within 15 calendar days after mailing of such written  
19 notice:


- 20 a. Secured Creditor may file and serve a declaration under penalty of perjury specifying  
21 the default, together with a proposed order terminating stay, which the Court may  
22 grant without further notice of hearing.  
23 b. Secured Creditor may move for relief from the stay upon shortened notice in  
24 accordance with Local Bankruptcy Rules.  
25 c. Secured Creditor may move for relief from the stay on regular notice.

26 IT IS FURTHER STIPULATED that the stay shall remain in effect subject to the terms  
27 and conditions set forth in the Stipulation for Adequate Protection Payments.  
28

1 IT IS FURTHER STIPULATED that this Stipulation shall be binding and effective  
2 despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of  
3 the United States Code.

4  
5 Submitted by:

6 WRIGHT, FINLAY & ZAK, LLP

7   
8 \_\_\_\_\_  
9 Raymond Jereza, Esq.  
10 Nevada Bar No. 011823  
11 5532 South Fort Apache Road, Suite 110  
12 Las Vegas, NV 89148

Dated: 10/13/14

13 *Seterus, Inc. as the authorized subservicer for*  
14 *Federal National Mortgage Association*  
15 *("Fannie Mae"), creditor, c/o Seterus, Inc.*

16 APPROVED / DISAPPROVED

17   
18 \_\_\_\_\_  
19 Kerry J. Eaton, Esq.

Dated: 9/10/14

20 Nevada Bar No. 09548  
21 5421 Kietzke Ln, Ste 100  
22 Reno, NV 89511  
23 *Attorney for Debtor*



# EXHIBIT “B”



August 27, 2018

OUR FILE NUMBER:  
1101-1407

Via U.S. Mail and Electronic Mail

Mr. Kerry J Eaton  
Drinkwater Law Offices  
5421 Kietzke Ln, Ste 100  
Reno, NV 89511  
Email: kerry@dendtonlawgroup.com

Re: Ms. Susy J Valdespin (the "**Debtor**"); Failure to Tender Payments per the Adequate Protection Order; Loan No.: 1461049815 (the "**Loan**"); 9345 STONEY CREEK WAY, RENO, NV 89506; ("Property")

Dear Mr. Eaton:

As you are aware we represent US Bank Trust N.A., as trustee of Bungalow Series F Trust ("**Creditor**"). The purpose of this letter is to notify you of a default under the Adequate Protection Order entered on November 19, 2014 (the "**Order**"). A copy of the Order is enclosed herewith for your reference.

Pursuant to the terms of the Adequate Protection Order ("APO"), the Debtor was required to maintain current on all post-petition monthly mortgage payments commencing October 1, 2014 and continuing the 1<sup>st</sup> day of each subsequent month to Creditor. Our client has informed us that as of today, the Debtor has defaulted under the terms of the APO by failing to submit monthly mortgage payments for the months of November 2016 through February 2018.

The default is calculated as follows:

3 monthly mortgage payments	@ 1,035.20	=	\$3,105.60
19 monthly mortgage payments	@ 1,076.56	=	\$20,119.10

(Payments Due for November 1, 2016, through August 1, 2018)

Total Monthly Mortgage Default: **\$23,224.70**

Attorneys fees **\$150.00**

Total Default: **\$23,374.70**

1920 Old Tustin • Santa Ana, CA 92705  
Phone: (949) 427-2010 • Fax: (949) 427-2732  
www.ghidottilaw.com

Mr. Kerry Eaton  
August 9, 2018  
Page 2

As set forth in the APO at Paragraph 4, this letter shall constitute the 15 day written notice required under the terms of the APO. If payment is not received by our client on or before **September 11, 2018**, we will lodge an order seeking to have the automatic stay lifted.

If you have any questions, please call the undersigned.

Best Regards,

THE LAW OFFICES OF MICHELLE GHIDOTTI

A handwritten signature in cursive script, appearing to read "Adam Thursby".

Adam Thursby

Encls.

CC: Susy Valdespin  
9345 STONEY CREEK WAY,  
RENO, NV 89506